MAP 162-06-0 129A/7716
Par. 163

FEB 23 AM 9:53

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENN. CLERK

D.C.

BOOK 6366 PAGE 876

WANDA DARLENE BROOKS	*	
	*	
Complainant	*	
	*	
Vs.	*	CIVIL ACTION# 83-D3536
	*	
CARL RANDOLPH BROOKS	*	
	*	
Respondent	*	

FINAL DECREE

This cause came on to be heard on this the 9th day of February, 1984, before the Honorable Harry S. Lester, Judge, upon the original complaint for an absolute divorce filed by Wanda Darlene Brooks, testimony of the complainant in open court, the sworn settlement agreement of the parties and upon the entire record in the cause from all of which the court is of the opinion and finds that the allegation of the complaint that the parties have been experiencing such irreconcilable differences so as to preclude the continuation of their marriage has been fully sustained by the proof and that the parties have entered into a sworn settlement agreement which disposes of all matters relative to their finances, property and child.

It is therefore, ORDERED, ADJUDGED and DECREED that the bonds of matrimony heretofore existing between the complainant and the respondent be, and hereby are dissolved and that Wanda Darlene Brooks is granted an absolute divorce from Carl Randolph Brooks and is restored to all the rights and privileges of an unmarried person.

It is, further, ORDERED, ADJUDGED and DECREED that the sworn settlement agreement of the parties is approved by the court and is incorporated herein verbatum, but that the court feels that the parties should give careful consideration to making more adequate provisions for the support of their child.

08/24 18.00- CHECK

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FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

1983 OCT 28 AM 10:30

GEORGE L. ROOKER, CLERK

D.C.

BOOK 6366 PAGE 877

CIVIL ACTION NO. 83D-3536

WANDA DARLENE BROOKS
Complainant

Vs.

CARL RANDOLPH BROOKS
Respondent

SETTLEMENT AGREEMENT

WHEREAS, the parties have been experiencing such irreconciliable differences so as to preclude a continuation of their marriage, and

WHEREAS, there is pending in the Circuit Courts for Davidson County, Tennessee a complaint for an absolute divorce filed by Wanda Darlene Brooks against Carl Randolph Brooks under the captioned style and docket number, and

WHEREAS, the parties desire to dispose of all matters relative to their property rights, financial matters and to make adequate, proper provisions for the care and support of their minor child in the event a divorce is granted to Wanda Darlene Brooks by said court by entering into this sworn settlement agreement and

WHEREAS, each party understands and, by their execution of this document, states that they are aware of all of their rights under the law, including those of the respondent to personal service of process, but by his execution of this document waives this right,

NOW THEREFORE, the parties agree and contract upon the following provisions, terms and conditions in order to effect their desires as expressed herein.

The Contract

1. The consideration for this contract shall be the mutual promises and conveyances agreed upon hereinafter stated.

2. The parties agree that the provisions to follow shall be the

entire contract and there shall be no other agreements, either written or oral, except as may, from time to time, be agreed upon in writing and entered into the court records.

3. PERSONAL PROPERTY-

The parties agree that as of the date of the execution of this document, each has in his or her possession all the items of personal property each heeds or desires, except as provided for hereafter.

4. AUTOMOBILES-

Wanda Darlene Brooks shall have as her sole property and ownership the Toyato automobile she now uses and that Carl Randolph Brooks shall make no claim to said automobile whatsoever from, and after the execution of this document. He agrees that, if necessary, to execute any and all titles or other papers to effect this transfer. She agrees, if necessary, to hold him harmless from the claims of any creditor having any lien rights to, and in said automobile.

Carl Randolph Brooks shall have as his sole property and ownership the Chevrolet he now uses and that Wanda Darlene Brooks shall make no claim to said vehicle whatsoever from, and after the execution of this document. She agrees that, if necessary, to execute any and all titles or other papers to effect this transfer. He agrees, if necessary, to hold her marmless from the claims of any creditor having any lien rights to, and in said vehicle.

Any expenses relative to the ownership and operation of the vehicles mentioned above shall be the sole responsibility of the party owning same, as provided aove.

4. REAL ESTATE-

The parties currently own a home located at 223 Townes Drive, Nashville, Davidson County, Tennessee, being more specifically described as follows:

BEING LOT NO. 132 on the Plan of Fair Oaks subdivision, section 2, of record in Book 4460, page 53 and 53, Register's office for Davidson County, Tennessee.

BEING the same property conveyed to Faye Mase Hedrick by decree of the Fourth Circuit Court of Davidson County, Tennessee, Docket# 71637 and recorded in Book 4902, page 429, said register's office.

BEING the same property conveyed to Carl Randolph Brooks, Jr. and wife, Darlene Brooks by deed from Faye Mase Hedrick of record in Book 5132, page 115, said register's office.

This conveyance made herein is subject to restrictions of record in Book 4556, page 718 and easements and building lines as shown on the plan of record in Book 4460, pages 52 and 53, said register's office.

(END LEGAL DESCRIPTION)

Wanda Darlene Brooks shall have the above described real estate as her sole property and the interest of Carl Randloph Brooks is hereby divested from him and into her. She shall be solely responsible for the payment of the first and second mortgage on said real estate and will obtain a release for him on the first mortgage within approximately thirty (30) days from the entry of a final decree of divorce. Wanda Darlene Brooks agrees to hold Carl Randolph Brooks harmless from the claims of the second mortgage holder.

6. FINANCES-

The parties agree that subsequent to the execution of this document they will pay all joint debts from their joint funds and anticipate that this will require approximately the entire fund(s). Therefore, the parties do not anticipate the necessity of making any further agreements for the dispursement of money between themselves.

7. THE MINOR CHILD-

The parties agree that Wanda Darlene Brooks shall have the exclusive care, custody and control of the parties' minor child, but that Carl Randolph Brooks shall have such visitation rights as the parties consider reasonable.

The parties agree that Carl Randolph Brooks shall not be required to make any contribution towards the support of said child, it being considered that his share of the equity in the home mentioned above shall be his lump sum contribution.

8. MISCELLANEOUS-

Each party agrees to be responsible for his or her own attorney fees and that Wanda Darlene Brooks shall pay all court

costs incurred in connection with her cause of action now pending.

The parties agree that neither has exerted any undue influence upon the other and that this document is being executed upon the voluntary action of each. They acknowledge and understand that their execution of this document does not constitute an agreement to obtain a divorce, but to fulfill the purposes stated herein should such be awarded to Wanda Darlene Brooks.

The parties agree that should they elect to file a joint federal income tax return for the tax year 1983, they shall divide any refund according to the ratio of their gross earnings and shall likewise be liable for any payment due, provided however, each shall be given credit for any withholdings paid prior to filing.

Wanda Darlene Brooks
WANDA DARLENE BROOKS

CARL RANDOLPH BROOKS, JR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, Carl Randolph Brooks, Jr., make oath that I have executed the foregoing Settlement Agreement for the purposes stated therein .

Carl Randolph Brooks, Jr.
CARL RANDOLPH BROOKS, JR.

Sworn to and subscribed before me this 3rd day of October, 1983.

My commission expires 1/20/87.

NOTARY PUBLIC

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, Wanda Darlene Brooks, make oath that I have executed the foregoing Settlement Agreement for the purposes stated therein.

Wanda Darlene Brooks
WANDA DARLENE BROOKS

Sworn to and subscribed before me this 10th day of September, 1983.

My commission expires 4-21-83.

NOTARY PUBLIC

That the balance of the court costs, if any, shall be taxed against the complainant, Wanda Darlene Brooks, for which execution may issue, if necessary.

This 18 day of Feb, 1984.

L Stacy Foster
JUDGE, SECOND CIRCUIT COURT

APPROVED FOR ENTRY:

Charles L. Hendrix
CHARLES L. HENDRIX
Attorney for Complainant

CC: Carl Randolph Brooks
223 Townes Drive
Nashville, Tn. 3/211

IDENTIF. REFERENCE

AUG 24 12 23 PM '84
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

I 4 5 2 7 3

Docket No. 83D-3536 Minute Book 129A Page 776

STATE OF TENNESSEE

I, GEORGE L. ROOKER. *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* True Copy *of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Wanda Darlene Brooks *Plaintiff, and* Carl Randolph Brooks *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court. at office, in Nashville, the* 24th *day of* August *in the year one thousand nine hundred and* Eighty-Four *and in the* 209th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Virginia Laarz, *D. C.*

Form #GR-117